

part of eex group



Power of Attorney  
ECC transaction  
settlement  
(foreign currency)

07.09.2017

Leipzig

Ref. CM07

Release 001

# Power of Attorney ECC transaction settlement (foreign currency)

this power of attorney is granted on \_\_\_\_\_ as of (date) \_\_\_\_\_ by

\_\_\_\_\_  
 (name of the company of CBF Creation account holder)  
 whose registered office is at (address)

\_\_\_\_\_ (the „Company“)

The Company hereby appoints European Commodity Clearing AG, Augustusplatz 9, 04109 Leipzig (ECC) to be its attorney (hereinafter collectively referred to as “the Attorney”).

The Power of Attorney shall be granted for the following purposes:

1. to grant, to change and to cancel any settlement instructions arising from transactions cleared via the systems of the ECC, for the following account number(s) of the Company at Clearstream Banking AG, Frankfurt (“CBF”), [insert account details];

CBF-Creation-Account(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. to receive from CBF all information on the status of the instructions transmitted by the Attorney especially related to its cancellation, amendment or settlement provisioning failure.

All communications given by the Attorney to CBF shall be carried out in compliance with the format, modes of communication and procedures specified in the CBF rules and regulations. The Attorney acknowledges that CBF’s preferred modes of communication is through one of the Cascade and/or Creation systems or relevant systems specified by CBF or Authenticated SWIFT.

CBF shall bear no liability for having relied in good faith on instructions sent by the Attorney on the basis of this Power of Attorney.

The Company agrees that it shall be fully liable to CBF for any and all obligations created on its behalf pursuant to the authority or legitimately purported authority of this power of attorney and agrees that it shall be bound to whatever the Attorney causes to be done under the authority or legitimately purported authority of this power of attorney. In addition, the Company agrees that it has no right to cancel or amend the settlement instructions sent by the Attorney and that any attempt to do so will be reported to the Attorney.

This power of attorney shall remain valid until revoked or amended by the Company vis-à-vis CBF via Registered Letter/ Authenticated SWIFT message. A copy of such revocation or amendment shall be sent by the Company to the Attorney. Any such revocation or amendment shall take effect on the second business day in Frankfurt and in Luxembourg after receipt of the notice by CBF or such other later date specified in the notice accordingly.

This power of attorney is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany.

Executed as a deed by

\_\_\_\_\_  
Name of CBF Creation Account Holder, company stamp (if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature